

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

RONALD STAFFORD

PLAINTIFF

v.

**MALLORIE HUDSON-KLINE ORY,
GOVERNMENT EMPLOYEES
INSURANCE COMPANY, GEICO
INSURANCE AGENCY, INC.,
LAMORAK INSURANCE COMPANY
f/k/a ONE BEACON AMERICA
INSURANCE COMPANY, ATLANTIC
SPECIALTY INSURANCE COMPANY
d/b/a ONE BEACON AMERICA
INSURANCE, OBI NATIONAL
INSURANCE COMPANY d/b/a ONE
BEACON AMERICA INSURANCE
AND UNKNOWN INSURANCE
COMPANIES 1-5.**

CIVIL ACTION NO. 1:15-CV-414-HSO-JCG

DEFENDANTS

**DEFENDANT GOVERNMENT EMPLOYEES INSURANCE COMPANY'S
MEMORANDUM OF AUTHORITIES IN SUPPORT OF
ITS MOTION TO ALTER OR AMEND JUDGMENT**

COMES NOW one of the Defendants, Government Employees Insurance Company [“GEICO”], and files this Memorandum of Authorities in Support of its Motion to Alter or Amend Judgment, as follows:

1. Defendant, Government Employees Insurance Company joins in the Memorandum of Authorities in Support of the Motion to Alter or Amend Judgment which was filed by co-Defendant, Lamorak Insurance Company f/k/a One Beacon America Insurance Company [“Lamorak”], as if fully copied herein.
2. GEICO agrees that Lamorak is entitled to the \$50,000 offset it seeks. In Mississippi, an uninsured/underinsured [UM/UIM] carrier is entitled to “offset” from its coverage

the amount of liability insurance provided to the alleged tortfeasor by the tortfeasor's carrier, so long as the offset does not reduce the amount provided to the claimant [i.e., the plaintiff, the insured of the UM/UIM carrier], to a sum less than the minimum UM/UIM required by statute, or if the UM/UIM carrier attempts to claim an offset for payments made to persons or entities other than the claimant. *See Fidelity & Guar. Underwriters, Inc. v. Earnest*, 699 So.2d 585, 588 (Miss. 1997); *Wickline v. U.S. Fidelity & Guar. Co.*, 530 So.2d 708, 717 (Miss. 1988); *Jeffcoat v. American National Prop. and Cas. Co.*, 919 So.2d 982, 986 (Miss. Ct. App. 2005).

3. GEICO's liability in this matter is governed by its contract or policy, in accordance with Mississippi law. Under the policy, the underinsured motorist [UIM] coverage is \$25,000 per person, \$50,000 per accident, with two vehicles on the policy, meaning that the coverage for the two vehicles "stacks" and results in total UIM coverage from GEICO of \$50,000 per person, \$100,000 per accident. As a result, GEICO's liability in the instant case is limited to \$50,000.
4. At the trial of this matter, the parties stipulated that Plaintiff Stafford was covered by and subject to the GEICO policy issued to Mr. Stafford, which contains the above-listed coverage.
5. Plaintiff did not seek any extra-contractual damages against GEICO. Therefore, GEICO's liability in this case is limited to the policy limits of \$50,000.

Respectfully submitted,

/s/ Victor A. DuBose
Victor A. DuBose (MB # 8934)
Attorney for Government Employees Insurance
Company, Defendant

OF COUNSEL

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on this day, September 7, 2017, I electronically filed the foregoing Memorandum of Authorities in Support of Motion to Alter or Amend Judgment with the Clerk of the Court using the ECF system, which gave notice to the following:

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/s/ Victor A. DuBose
OF COUNSEL